

1 Robert Finley
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4 (805) 610-3885
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6 UNITED STATES BANKRUPTCY COURT
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8 NORTHERN DISTRICT OF CALIFORNIA
9
10 SAN FRANCISCO DIVISON

11 PG&E CORPORATION

12 -AND-

13 PACIFIC GAS AND ELECTRIC COMPANY,
14 DEBTORS

Case No.: 19-30088

MR FINLEY'S RESPONSE TO

OMNIBUS OBJECTION

ROBERT FINLEY (CLAIM NO. 87149)

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28 MR FINLEY'S RESPONSE TO OMNIBUS OBJECTION ROBERT FINLEY (CLAIM NO. 87149) - 1

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2 Early in 1991 Templeton Community Service District (TCSD) contacted me about
3 water. Their geologist had located what he believed to be a different aquifer. This aquifer would
4 different than the one all the wells are pumping.

5 They wanted to drill a test hole to prove the difference. The test hole was positive
6 we entered negotiations for TCSD to purchase the water.

7 In August 1991 I was contacted by PG&E. Mr. Wayne Cooper and I met shortly
8 after contact. Mr. Cooper wanted an easement that went across my property in the river ending in the
9 middle of my property boarding El Pomar.
10

11 As PG&E had a rocky relationship with me, I said no. I have 250KW and 500KW power
12 lines on towers running through the middle of my 40-acre field. 75KW running along two sides,
13 I said enough. Mr. Cooper assured me that these lines were going to a new substation across
14 El Pomar and should not be intrusive to my property. I explained the only deal I needed from PG&E
15 would be power from El Pomar to a site where a well will be drilled to sell water to TCSD. If that
16 fell through I could use the water to irrigate my best soil. I will not need the power until I drill a well.
17 Mr. Cooper said, "I believe I can make that happen but will be overhead lines". I agreed. Mr. Cooper
18 sent me August 19th letter to sign and return which my parents signed and returned.
19

20 In September 1991 the easement was signed and filed.

21 In 2016 we started a minor use permit on the 40-acre field. Same one that has two towers running
22 across. We came out of the permit process in 2020. It was such a painful ordeal we leased the field
23 to another farming group. In the negotiations we came to if they drill the well, I will furnish the power
24 as I have a contract with PG&E to run power to a well at that site.
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PLEADING TITLE - 1

1 I called PG&E to get paperwork started. Their answer sends us \$2,500 we will have the site
2 engineered and tell you how much you will pay. I explained I have a contract for free power,
3 answered we will not honor your contract, I went back and forth several times, same answer.

4 The tenant drilled the well. They asked if the power line would be in? I explained what had
5 gone on. They could not wait they needed the water to irrigate their crop.

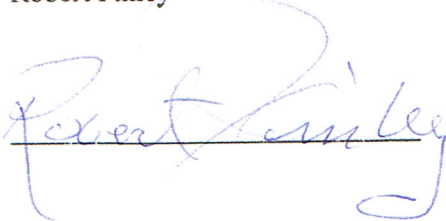
6 The tenant then made a deal with the vineyard owner next door to run from his power.
7 They offered him \$10,000.00 if he would do this. The tenant then put a pole on the vineyard property
8 and ran overhead to hook up to well. The tenant called PG&E to put in meter, which they did.
9 Meter # 1010091508 630 El Pomar Dr. The bill attached is their cost for putting in power. They
10 have not given the neighbor the \$10,000.00.

11 As I was to furnish power, they are looking to me for payment. I had not asked PG&E for
12 power before this time as I had no need for power until I leased the entire field. As the permit is for
13 approximately 5 acres. (Minor use permit) The tenant wants to farm the remainder of the field.

14 When PG&E sent me the BK form, I did not know the cost involved I asked PG&E they
15 wouldn't say so I made claim for \$100,000.00

16 As to the \$10,000 for the neighbor I have, nor have they paid him any monies. The money is
17 owed.

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21 Robert Finley

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PLEADING TITLE - 2

Robert Finley

Case No: 19-30088

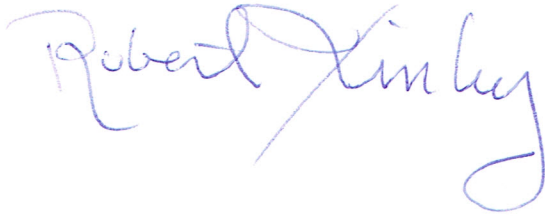
Claim No: 87149

In my response I reference (The bill attached is their cost for putting in power)

The bill and invoices I are referring to were submitted with response on September 2 (Docket No 11185)

The 10,000 ten thousand dollars was a verbal offer from the tenant to the neighboring vineyard owner.

It is my understanding there is no written documentation or bill associated with the \$10,000.00.



PLEADING TITLE - 1

August 19, 1991



Mr. Robert Finley
P.O. Box 549
Templeton, CA 93465

Dear Mr. Finley:

This is to confirm our telephone conversation of today regarding the Right-Of-Way documents that PG&E is requesting from your parents, Mr. & Mrs. Chester Finley. The property we discussed is near Vaquero Dr. and El Pomar Dr., in rural Templeton (APN 33-231 - lots 6 and 10).

In exchange for these Right-Of-Ways, PG&E agrees that it will construct an overhead electric line extension to serve a future irrigation and/or water district well site (location to be determined later), on the Finley property at NO COST to the property owner.

If you are in agreement with the above terms, please sign this letter and the two copies and return in the postage-paid envelope provided. Your copy will be signed and returned to you for your files.

If you have any question, please contact me at (805) 434-4429.

Sincerely,

original signed by

Wayne E. Cooper
Service Planning Supervisor

WEC:rs

Enclosures

I agree to the above mentioned terms regarding the construction of an overhead line extension at NO COST in exchange for my approval of the Right-Of-Way documents.

by Wayne E. Cooper
Service Planning Supervisor

by Robert Finley